

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

ANDREW J. PERLMUTTER,

Plaintiff,

v.

REED ELSEVIER, INC. D/B/A/
LEXISNEXIS,

Defendant.

CIVIL ACTION NO.:
1:07-CV-1762-GET

INITIAL DISCLOSURES OF PLAINTIFF ANDREW J. PERLMUTTER

Plaintiff Andrew J. Perlmutter hereby submits its initial disclosures required by Local Rule 26.1.

The responses set forth herein constitute the best information presently available to Mr. Perlmutter. Mr. Perlmutter has not completed his investigation of the facts underlying this lawsuit, nor has he completed discovery or preparation of this case for trial. Accordingly, the below responses are provided without prejudice to Mr. Perlmutter's right to timely amend, supplement or change said responses if and when additional, different or more accurate information becomes available. Moreover, said responses are subject to correction for inadvertent errors or omissions, if any such errors or omissions are later found to exist.

(1) State precisely the classification of the cause of action being filed, a brief factual outline of the case including plaintiff's contentions as to what defendant did or failed to do, and a succinct statement of the legal issues in the case.

RESPONSE:

Cause of action:

Breach of Contract.

Brief Factual Outline:

On September 13, 2004, Mr. Perlmutter entered into an employment contract with Reed Elsevier, Inc. The Employment Agreement contained a section regarding "Severance," which stated, "Should your employment with the company be terminated, at any time, for any reason other than Cause, you will receive a severance payment equal to twelve months of your then current base salary upon signing a waiver and release agreement in a form acceptable to LexisNexis." Reed Elsevier, Inc. terminated Mr. Perlmutter's employment on March 31, 2007. Mr. Perlmutter was not terminated for cause. Additionally, as part of Mr. Perlmutter's compensation plan, Mr. Perlmutter was entitled to receive a bonus. Despite repeated requests to Reed Elsevier, Inc. to tender the severance and bonus pay, Reed Elsevier, Inc. has refused.

Legal Issues:

Defendants have breached its Employment Agreement with Mr. Perlmutter. Mr. Perlmutter seeks contract damages, attorney's fees and prejudgment interest.

(2) Describe in detail all statutes, codes, regulations, legal principles, standards and customs or usages and illustrative case law which plaintiff contends are applicable to this action.

RESPONSE:

Breach of contract; O.C.G.A. § 13-6-11 (Attorney's Fees); O.C.G.A. § 13-6-13 (Prejudgment interest).

(3) Provide the name and, if known, the address and telephone number of each individual likely to have discoverable information that you may use to support your claims or defenses, unless solely for impeachment, identifying the subjects of the information. (Attach witness list to Initial Disclosures as Attachment A).

RESPONSE:

See Attachment A.

(4) Provide the name of any person who may be used at trial to present evidence under Rules 702, 703 or 705 of the Federal Rules of Evidence. For all experts described in Fed.R.Civ.P. 26(a)(2)(B), provide a separate written report satisfying the provisions of that rule. (Attach expert witness list and written reports to Responses to Initial Disclosures as Attachment B.)

RESPONSE:

Mr. Perlmutter has not determined if he will use an expert at trial. Mr. Perlmutter respectfully reserves the right to amend this Initial Disclosure.

(5) Provide a copy of, or a description by category and location of, all documents, data compilations, and tangible things in your possession, custody, or control that you may use to support your claims or defenses unless solely for impeachment, identifying the subjects of the information. (Attach document list and descriptions to Initial Disclosures as Attachment C).

RESPONSE:

See Attachment C.

(6) In the space provided below, provide a computation of any category of damages claimed by you. In addition, include a copy of, or describe by category

and location of, the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on nature and extent of injuries suffered, making such documents or evidentiary material available for inspection and copying as under Fed.R.Civ.P. 34 (Attach any copies and descriptions to Initial Disclosures as Attachment D).

RESPONSE:

Mr. Perlmutter seeks monetary damages in the amount of \$300,000 in severance pay, approximately \$33,000 in unpaid bonus compensation, and prejudgment interest running from the date of Reed Elsevier, Inc.'s breach. Mr. Perlmutter also will seek his litigation expenses and attorney's fees.

(7) Attach for inspection and copying as under Fed.R.Civ.34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. (Attach a copy of insurance agreement to Initial Disclosures as Attachment E).

RESPONSE:

Not applicable.

(8) Disclose the full name, address, and telephone number of all persons or legal entities who have a subrogation interest in the cause of action set forth in plaintiff's cause of action and state the basis and extent of such interest.

RESPONSE:

None currently known to Plaintiff.

CERTIFICATE OF COMPLIANCE

Pursuant to Local Rule 7.1(D), the undersigned counsel for Plaintiff certify that the foregoing **INITIAL DISCLOSURES OF PLAINTIFF ANDREW J. PERLMUTTER** has been prepared in Times New Roman font, 14-point type, which is one of the font and point selections approved by the Court in Local Rule 5.1(B).

s/ Jaclyn C. Platten
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CERTIFICATE OF SERVICE

I hereby certify that on August 30, 2007, I electronically filed the foregoing

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with the Clerk of the Court, using the Court's CM/ECF system which will automatically send e-mail notification of such filing to the following attorneys of record:

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